

**Denver Public Schools
Parent/Guardian Release Agreement and
Consent to Emergency Treatment**

Dear Parent/Guardian:

Student travel experiences, both domestic and international, involve additional factors and risks over which Denver Public Schools, its directors, officers, agents, employees, teachers, and schools (collectively "DPS") have no control. Accordingly, this Parent/Guardian Release Agreement and Consent to Emergency Treatment ("Agreement") is essential in the acceptance process for a student to be able to participate in domestic and international overnight travel. Please sign and date below after carefully reading and completing the following information and conditions of participation, which constitute a formal parental release. Please return this Agreement to the sponsoring teacher at your child's school.

By signing the following, the student and parent(s)/guardian(s) expressly understand and agree that costs, expenses, and fees may not be refunded if the Off Campus Trip, as defined below, is canceled, altered, or terminated early based upon future circumstances or events, including without limitation, government advisories regarding travel, actual or threatened terrorist acts and other circumstances that may affect the health, safety, and welfare of participants.

The student whose signature appears below desires to participate in **DMHS 2019-20 Trips** ("Off Campus Trip"), which is sponsored by DMHS (Name of Sponsor). In consideration of the Denver Public School District permitting the student to participate in the Off Campus Trip, the undersigned student and his/her parent(s)/guardian(s) acknowledge and agree as follows:

I/We, _____ and _____ (parents/legal guardians), being the parent(s) and/or legal guardian(s) of _____ ("the student"), give my/our consent for emergency medical and surgical treatment in a licensed hospital by a duly-licensed physician should the student's condition require it in my/our absence. I/We understand that in such a case, reasonable attempts would first be made to contact me/us, time and conditions permitting.

As long as the medical or surgical treatment considered necessary in the situation is in accordance with generally accepted standards of medical practice for the particular type of injury or illness involved, I (we) impose no specific prohibitions regarding treatment unless stated specifically here below (if none, so state).

The undersigned hereby release DPS from any legal claim arising from the administration of medication and the administration of emergency medical or surgical treatment.

The Off Campus Trip will take place away from Denver Public Schools property and may involve transportation provided by non-Denver Public Schools provided means, overnight stays in non-Denver Public Schools facilities, and activities beyond the scope of traditional school functions conducted on Denver Public Schools property. The undersigned expressly acknowledge and understand that statutory immunity still applies to these functions and activities.

The student's participation in the Off Campus Trip is entirely voluntary and that by undertaking to have the student participate in the Off Campus Trip, the undersigned parties expressly acknowledge that such participation potentially involves risks and obligations that are impossible to predict but which are beyond the scope of those normally associated with traditional school functions conducted on Denver Public Schools property. These may include, but are not limited to, the risk of loss or damage to personal property, the risk of sickness, personal injury, or death while participating in the Off Campus Trip and the obligation for payment of

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fees and costs associated with the Off Campus Trip. Since September 11, 2001, the risks also involve the potential for actual or threatened terrorist acts. Such acts may include, without limitation, risks of personal injury, illness, death, and the loss of or damage to personal property. The risks also include that the trip may be canceled, altered, or terminated early because of actual or threatened terrorist acts. In such cases, fees and expenses may not be refunded depending upon the policies of the trip organizing company and individual travel, accommodation, and activity providers. Please note that trip cancellation insurance is optional.

The undersigned parties exempt and release DPS from any and all liability, claims, demands, actions, or causes of action whatsoever arising out of any and all damage, loss, injury, or death except where Denver Public Schools would otherwise be liable for such damage, loss, injury, or death under law. By signing below, the student and parent(s)/guardian(s) agree to assume all risks associated in any way whatsoever with the Off Campus Trip. The scope of this Release and assumption of risk includes, but is not limited to:

- a. Any and all claims of whatever nature for any injury, loss, or both caused by the operation of any motor vehicle or services, strikes, war, terrorist act or threat of terrorist act, weather, sickness, quarantine, government restrictions, advisories, or regulations, or from any act or omission of any airline, railroad, bus transportation, sightseeing, hotel, foreign family, or any other service or transporting company, firm, individual, or agency, or for any other cause whatsoever in connection therewith.
- b. Any injury regardless of nature or cause, whether resulting or not in death, to the student or child of the undersigned, whether alone or in association with others.
- c. Any damage or injury regardless of nature or cause to property of the undersigned or his/her student or child, whether real, personal, or mixed.
- d. Any financial or other obligations incurred by the undersigned or his/her student during the program, including without limitation, obligations or liabilities incurred in any country in which the Off Campus Trip is conducted.
- e. Any taking, publishing, or otherwise using photographs or films of the student or the undersigned, either alone or with others, during the course of the Off Campus Trip as may be deemed acceptable by DPS.

It is expressly understood that all such potential losses, damage, injury, or death are not known and cannot be determined as of the date of this Agreement, but it is the express intent of the undersigned parties that this Agreement and assumption of risk apply to any and all such unknown damage, loss, injury, or death. By signing below, the undersigned parties expressly acknowledge and agree that this Agreement does not waive any statutory immunity unless otherwise indicated by law or create liability where statutory immunity applies.

The undersigned parties agree to pay all applicable costs, expenses, and fees arising out of the student's participation in the Off Campus Trip, and further agree to indemnify and hold harmless DPS against any claims for such costs, expenses, and fees. By signing below, the student and parent(s)/guardian(s) expressly understand and agree that such costs, expenses, and fees may not be refunded if the Off Campus Trip is canceled, altered, or terminated early based upon future circumstances or events, including without limitation, government advisories regarding travel, actual or threatened terrorist acts, and other circumstances which may affect the health, safety, and welfare of participants.

During the Off Campus Trip, DPS shall have full authority to take whatever action it deems reasonably necessary to safeguard the health, safety, and well-being of the participating student, which expressly includes but is not limited to, authorization to secure medical treatment for the participating student, or in the discretion of DPS, to return the participating student to his/her home.

The undersigned parent(s)/guardian(s) expressly acknowledge that they have completed, executed, and have had notarized a Durable Power of Attorney for Medical Care for Off Campus Trip, which is incorporated into this Agreement by this reference.

The student's participation in the Off Campus Trip may be terminated for the student's failure to abide

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by the instructions of his/her teacher guide and/or Sponsor during the Off Campus Trip, or for failure to make timely payment of all fees and expenses. If the termination occurs during the Off Campus Trip, the undersigned parent(s)/guardian(s) agree to bear all costs associated with the student's return home. When it is necessary to return a student home, the sponsoring teacher, or staff member, will personally notify a parent(s)/guardian(s) or emergency contact.

The student may also be subject to disciplinary action pursuant to DPS policy for his/her failure to abide by any rules set forth by the teacher and chaperones during the Off Campus Trip. The undersigned student agrees that he/she will (1) follow all school rules and Denver Public School District policies; (2) follow all instructions given by his/her sponsoring teacher or chaperones; (3) conform to usual and customary standards of good citizenship, good decorum, and common courtesy; (4) not leave or separate from the group without appropriate authorization from a sponsoring teacher or supervisor; (5) not enter the lodging accommodations of any other student unless with permission of the occupant(s) and only if of the same sex; and (6) comply with all laws and ordinances, including but not limited to those pertaining to prohibiting the possession or use of drugs or alcohol. **The undersigned student expressly acknowledges that possession or use of drugs, alcohol, or weapons of any kind is absolutely prohibited.**

DPS reserves the right to alter or change the itinerary or to adjust the Off Campus Trip costs to reflect changes in exchange rates, in fuel costs, or in extraordinary inflation overseas.

DPS also reserves the right to cancel the Off Campus Trip due to insufficient participation or to other circumstances. Where the Off Campus Trip is canceled, all monies may be refunded, with the exception of application fees, as specified by the sponsoring agency. As set forth above, if the trip is canceled based on outside circumstances or events, including, without limitation, government advisories regarding travel, actual or threatened terrorist acts, and other circumstances that could affect the health, safety, or welfare or participants based on DPS' sole discretion, then monies may or may not be refunded, depending on the policies of the trip organizing company, travel, accommodation and activities providers.

Any earnest money deposit does not imply, in any manner, acceptance of the student to the Off Campus Trip.

The undersigned, as the responsible parent(s)/guardian(s), agree to inform DPS of any history of mental/physical/emotional or behavioral issues of the student that could affect the general welfare of him/her and/or the Off Campus Trip group prior to the stated date of acceptance or denial to participate in the Off Campus Trip.

The undersigned certify that the student is in satisfactory health to participate fully in the Off Campus Trip. If some emergency necessitates attention beyond first-aid care which may be available, the understand expressly acknowledge that the parent(s)/legal guardian(s) will be contacted, if possible, and that additional medical attention, as needed, will be obtained at the undersigned parent(s)/legal guardian(s)' expense as set forth in this Agreement and in the Durable Power of Attorney for Medical Care for Off Campus Trip, which is incorporated into this Agreement herein. In case of emergency, the undersigned parent(s)/legal guardian(s) direct that they or _____ be contacted at _____ (Home Phone) _____ (Work Phone)

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Verification of medical insurance: Include a copy of insurance card (must show name and policy number).

This Agreement is for the time period beginning August 14, 2019 and ending June, 3 2020
_____.

READ THE FOREGOING AGREEMENT BEFORE SIGNING BELOW.

WE HAVE THOROUGHLY READ THE FOREGOING AGREEMENT. WE FULLY UNDERSTAND THAT THIS AGREEMENT HAS IMPORTANT LEGAL CONSEQUENCES. WE UNDERSTAND THE STATEMENTS AND CONDITIONS STATED HEREIN AND AGREE TO THE TERMS OF THE AGREEMENT, AS NOTED BY OUR SIGNATURES BELOW:

NOTE: BOTH PARENTS/LEGAL GUARDIANS MUST SIGN, IF APPLICABLE

Parent/Guardian Signature

Date

Parent/Guardian Signature

Date

Student Signature

Date

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Denver Public Schools
Durable Power of Attorney for Medical Care for Off Campus Trip

I/We, _____ and _____ (parents or legal guardians) are legal residents of

_____ (address) _____ (City) _____ (State) _____ (Zip code)

or (if in the U.S. Military) presently stationed at _____ appoint _____
whose address is _____

_____ (address) _____ (City) _____ (State) _____ (Zip code)
as my/our Attorney-in-Fact and grant unto my/our Attorney-in-Fact the power and authority to authorize and/or consent to emergency medical and surgical treatment in a licensed hospital by a duly-licensed physician for the health and well-being of my/our child, _____ (child's full name), should my/our child's condition require it in my/our absence. I/We understand that in such a case, my/our Attorney-in-Fact will make reasonable attempts to contact me/us before authorizing and/or consenting to emergency medical and surgical treatment, time and conditions permitting.

As long as the medical or surgical treatment considered necessary in the situation by my/our Attorney-in-Fact is in accordance with generally accepted standards of medical practice for the particular type of injury or illness involved, I/we impose no specific prohibitions regarding treatment unless stated specifically here below (if none, so state).

I/We authorize my/our Attorney-in-Fact to perform all necessary acts in the execution of the aforesaid authorization with the same validity as I/we could effect if personally present. Any act or thing lawfully done hereunder by my/our Attorney-in-Fact shall be binding upon me/us and my/our heirs, legal and personal representatives, and assigns. I/We hold my/our Attorney-in-Fact harmless against any and all claims for following this Durable Power of Attorney for Medical Care for Off Campus Trip ("Power of Attorney").

All business, care, or treatment authorized, consented to, or transacted hereunder for me/us for my/our account shall be authorized, consented to, or transacted in my/our name, and that all endorsements and instruments executed by my/our Attorney-in-Fact for the purpose of carrying out the foregoing powers, shall contain my/our name, followed by that of my/our Attorney-in-Fact with the designation "Attorney-in-Fact."

My/Our Attorney-in-Fact will incur no personal financial liability for acting in accordance with this Power of Attorney. The Attorney-in-Fact shall not be entitled to compensation for services performed under this Power of Attorney, but the Attorney-in-Fact shall be entitled to reimbursement for all reasonable expenses incurred as a result of carrying out the provisions set forth in this Power of Attorney.

This Power of Attorney is intended to be valid in any jurisdiction, whether domestic or international, in which it is presented. The provisions of this Power of Attorney are separable, so that the invalidity of one or more provisions shall not affect any others. A copy of this Power of Attorney shall be as valid as the original.

This Power of Attorney shall be effective as of: August 14, 2019, and shall become null and void at the conclusion of the Off Campus Trip, and in no event no later than June 3, 2020, unless sooner revoked or terminated by me/us.

BOTH PARENTS AND/OR LEGAL GUARDIANS OF THE AFOREMENTIONED CHILD MUST SIGN, IF APPLICABLE.

Signature of Parent and/or Legal Guardian

Signature of Parent and/or Legal Guardian

Subscribed and sworn to me this _____ day of _____, 20____ by _____, in the State of Colorado, County of _____.

Notary Public _____ My Commission Expires _____

Subscribed and sworn to me this _____ day of _____, 20____ by _____, in the State of Colorado, County of _____.

Notary Public _____ My Commission Expires _____

